



300-5540 Portage Ave
Headingley MB R4H 1E8
(204) 594-9256
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Outdoor Lease Agreement

This Lease Agreement is made and entered into on _____ 20__ between Headingley West Storage (the "Landlord") and the Tenant named below (the "Tenant") whereby Landlord leases to the Tenant the space described below located in Landlord's outdoor storage compound at the address set forth above. The term of this lease shall begin and end on the beginning and ending dates set forth below (the "Term"). **Rentals shall not be for a period of less than thirty (30) days.** In the event of a rental of thirty days only there will be an additional charge of twenty dollars (\$20.00). All rentals shall be subject to availability. The monthly rental (the "Rent") shall be as set forth below. The Rent for the first month (if not starting on the first day) shall be prorated. Tenant shall also pay a **Security Deposit** in the amount equal to one month's rent. Upon termination of the lease the Tenant shall give not less than **TWO WEEKS' NOTICE** of vacating. Provided the Tenant observes all of the terms and conditions of this lease there will be a **refund** (less any damages or balance owed the Landlord) of the Security Deposit within **30 days of termination**. Tenant is to provide the Landlord with an address to mail the balance due the Tenant, or a pick-up arrangement can be made with the Landlord for said refund. **Deposits on units reserved but not used are non-refundable.** Rent payments are due in advance on the first day of each month, plus applicable taxes. **Cheques will be accepted only in the instance when the Tenant pays for the entire term of the lease. There will be a \$20.00 charge for all returned cheques.**

Term beginning Date: _____ Ending Date: _____

Monthly Rent \$ _____ X _____ Months, + \$ _____ Tax + \$ _____ Deposit

Description of vehicle(s) /equipment stored: _____

Vehicle License # _____ Serial # _____

Landlord hereby acknowledges receipt of the following payment:

Prorated Rent for the first partial month: \$ _____ (month of _____)

Rent for the first full month of the Term: \$ _____ (month of _____)

Security Deposit: \$ _____

Total received by Landlord: \$ _____ Space # _____

Terms and Conditions

1. Tenant's vehicle(s) and/or equipment are stored at the Tenant's own risk. Landlord is NOT responsible in any manner. Tenants must insure vehicle against any perils, including loss by fire or other casualty. The insurance is for the benefit of the Tenant and the Landlord and the Tenant's insurer shall not be subrogated to any claim of the Tenant against the Landlord, the Landlord's agents and employees. Tenant agrees to indemnify and hold the Landlord harmless against any loss or damage sustained through burglary, theft, robbery, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions of owner or owner's agents or any liability on the part of owner by virtue of this Agreement or because of the relationship hereby established., which may arise or result from the use or occupancy of the space by the Tenant. Tenant agrees to provide insurance on all of Tenant's property stored on the space against all loss or damage by all perils. TENANT UNDERSTANDS AND AGREES THAT LANDLORD DOES NOT PROVIDE ANY INSURANCE ON TENANT'S VEHICLE OR ITS CONTENTS.
2. Tenant will NOT STORE OR DUMP ANY FLAMMABLE, COMBUSTIBLE OR HAZARDOUS MATERIALS ON THE PROPERTY. In the event Tenant's vehicle is the cause of damage to the Landlord's premises and/or the goods of others, Tenant shall be fully liable for any and all such loss and damage, including business interruption losses.
3. There is to be no parking within ten (10) feet of the main gate.
4. The Landlord is not required to send out notices or bills for the Rent. Tenant is solely responsible for getting the Rent payment to the Landlord by the first day of each month. Tenant assumes responsibility for any payments lost in the mails or otherwise not received in a timely manner by the Landlord. If one or more Rent payments is not received on time, Landlord may, without further notice, declare the Term ended by Tenant's default. By being overdue in payment of Rent, the Tenant shall be deemed in breach and default of the terms of this Lease and a late payment charge of 2% per month (24% per annum) may also be charged to the Tenant. Should the Tenant be in breach or default of any term of this Agreement, the Landlord may, at its option, notify the Lessee of its intention to terminate this Agreement and such termination shall be effective upon delivery or as at such subsequent date as the Landlord may specify in its notice.
5. Tenant is required to give at least two weeks' notice before vacating. In the event that this does not occur, the Landlord may apply the Tenant's deposit to the additional rent for the period of the notice requirement, or to other expenses incurred as a result of Tenant's staying past the end of the Term.
6. If the Landlord is required to obtain the services of an attorney to enforce any of the terms and conditions of this Lease, Tenant agrees to pay all of the Landlord's other reasonable costs thereof, not to exceed 15% of the amount owed by the Tenant. Tenant also agrees to pay all the Landlord's other reasonable costs and expenses of enforcing the terms and conditions of this Lease. All such charges shall be deemed to be additional rent.
7. Tenant shall not conduct business or any other activities in the space rented. Tenant will not store any goods which may be prohibited by law. In such event, Landlord may have such goods removed without prior notice to Tenant. Tenant also agrees to be bound by the landlord's reasonable rules and regulations promulgated by the Landlord for the use of the premises. Tenant shall not permit the Landlord's premises to become damaged or contaminated in any manner.
8. Tenant understands that access to the space will be limited to normal business hours only, these hours being subject to change at Landlord's discretion.
9. In the event Landlord requires the space during the Term for any reason other than the default of the Tenant, Landlord may terminate the Lease Term upon thirty (30) days' prior written notice to Tenant at Tenant's address set forth in this Agreement. Tenant agrees to remove the vehicle or equipment from the space by the end of the notice period if so requested by the Landlord. Any unused Rent or Security Deposit shall be refunded to the Tenant within the thirty days following termination by mail, or it can be picked up at an arranged day and time.

10. Tenant may use the space only for the outdoor storage approved vehicle(s), or vehicle combination, lawfully owned or in the possession of the Tenant, and for no other use or purpose. No repairs, maintenance or changing of vehicle fluids is allowed on the premises other than normal cleaning and winter weather preparation. All personal property of Tenant must be stored inside of the approved vehicle or attached to said vehicle. Unsecured property or abandoned property will be disposed of without notice. Except for vehicle fuel in the gas tank of the vehicle, no explosive, volatile or otherwise dangerous or hazardous substances may be stored therein, nor any noxious, perishable or noisome items, or any foodstuffs, and the Landlord shall not be responsible for any rodent damage to the Tenant's property. No property shall be stored in the Tenant's vehicle which would violate any law or ordinance now or hereafter in force or which will violate the provisions of any insurance policy of the Landlord or result in any increase in the Landlord's operating costs.

11. It is the responsibility of the Tenant to notify Landlord of any change of address or other contact information by written notice to the above address of Landlord. All notices and correspondence by Landlord will be directed to the address or phone number or e-mail address provided by Tenant on this Agreement unless changed by Tenant. All notices given to the Tenant shall be deemed to have been delivered and shall be effective as of the day of personal delivery or the day of sending an e-mail or as of two business days following the date of posting.

12. Tenant certifies it has furnished Landlord with a list of names and addresses of all third parties who may own, lease, have a security interest in, or lien upon, any personal property stored on the space. The list shall specify each item of personal property and shall identify the third party who owns, leases or has an interest in it. Tenant shall indemnify and save Landlord and its agents harmless from and against any and all causes of action due to the sale and/or other disposition by Landlord of items of personal property stored in the unit leased by Tenant in which third parties hold a lien or have any legal interest whatsoever.

13. Tenant shall not assign this Lease, or sublet all or any part of the unit, without Landlord's prior written consent.

14. Landlord reserves the right to inspect all property left on space, and may inspect the contents of items left on the space based on reasonable notice to Tenant, except in cases of emergency, when Landlord may enter and inspect the unit at any time without notice to Tenant.

15. TENANT HAS INSPECTED THE SPACE AND THE PREMISES PRIOR TO THE BEGINNING OF THE TERM AND FOUND THEM ADEQUATE FOR TENANT'S PURPOSES. LANDLORD DOES NOT WARRANT THAT THE SPACE WILL BE SUITABLE FOR THE TENANT'S PURPOSE. LANDLORD MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE SPACE PROVIDED. LANDLORD SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, HOWEVER CAUSED AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SAME.

16. Tenant hereby acknowledges the reading of this Agreement and agrees to lease the storage space upon the terms and conditions stated in this Agreement. Tenant further acknowledges receipt of a copy of this Agreement.

17. The Landlord is not in any way a bailee of any property of the Tenant and is not responsible for its safekeeping and agrees that the care and control of the goods rests with the Tenant.

18. The Landlord may change the monthly Rent on 30 days written notice to the Tenant.

19. The Landlord may at any time assign this Lease, in which event the Landlord shall no longer be responsible or liable under the terms of this Lease and all the covenants, conditions and obligations of the Landlord will be binding on its assignee and its assignee will be entitled to enforce all the provisions of this Lease, as well as the obligations of the Tenant, against the Tenant.

20. The failure of either party to insist upon strict performance of any obligation or condition contained in this agreement or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such obligation, condition, right or option.

TENANT:

Printed Name: _____

Street: _____

City / Province / Postal Code: _____

Home Phone #: _____ Work Phone #: _____

Cell Phone #: _____ Email: _____

Driver's License #: _____

Vehicle Registration #: _____

Proof of Insurance Attached: YES NO

Third Party Assigns: _____ Phone: _____

_____ Phone: _____

Signature of Tenant: _____ Date: _____

LANDLORD: Headingley West Storage

Authorized Representative: _____

Signature on Behalf of Landlord: _____ Date: _____

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I would like to periodically receive email newsletters, offers and information about products and services from HEADINGLEY WEST STORAGE, located at 300-5540 Portage Avenue Headingley MB R4H 1E8. You can contact Walt Morris at (204) 594-9256 or info@ectw.ca. Our Privacy Policy can be viewed at headingleyweststorage.com. You can unsubscribe at any time.